



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

August 16, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

30 August 16, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **REQUEST FOR APPROVAL OF THE AGREEMENT FOR SERVICES WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

Approve and authorize the Fire Chief to sign the attached two-year Agreement for services between the California Department of Corrections and Rehabilitation (CDCR) and the Consolidated Fire Protection District of Los Angeles County (District); and authorize the Fire Chief to execute any amendments to the two-year Agreement.

#### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Find that the attached Agreement is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b) (3) of the State CEQA Guidelines.
2. Approve and authorize the Fire Chief to sign the attached two-year Agreement for Services between the CDCR and the District to be effective July 1, 2011, with an annual reimbursement to the District by the CDCR at about \$4.9 million.
3. Authorize the Fire Chief to execute any amendments, for each of the two years, if required for the administration of this Agreement, including any increase in annual reimbursement. Such amendment will be approved by CDCR and approved as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action before your Board will allow the District to continue the operation of five inmate fire suppression camps in Los Angeles County in conjunction with the CDCR for a two-year term, commencing July 1, 2011 and continuing through June 30, 2013, with an annual reimbursement from the CDCR of approximately \$4.9 million.

These camps will provide for a total of twenty four (24) fire suppression inmate crews on brush fires, emergency incidents, fire prevention, and other public work projects. Detailed responsibilities of the District and CDCR are described in Exhibit A of the attached Agreement.

This agreement will result in revenue to the District and therefore, is not subject to the County's policy on retroactive agreements.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Goal for Fiscal Responsibility and the Goal of Service Excellence as it provides services to County residents served by the District through the continued operations of the five inmate fire suppression camps in a cost effective manner.

### **FISCAL IMPACT/FINANCING**

The 2011-12 projected program cost is \$10.3 million, of which \$4.9 million (or 48%) has been recently approved by the Department of Finance, and subject to the Legislature's approval of the 2011-12 State's Budget. Detailed descriptions of the projected budget and reimbursement are identified in Exhibit B of the attached Agreement.

There is no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District has had Agreements for Services with the CDCR for many years, which have provided funding for the operations of five inmate fire suppression camps in Los Angeles County. These camps are an invaluable cost-effective asset toward the prevention and suppression of wildland fires in the County and enhance the District's ability to reduce the threat of wildland conflagrations. In addition, they provide work crews for facility projects, which save the District additional costs.

This Agreement and applicable Exhibits have been approved as to form by County Counsel. The District is also requesting that your Honorable Board authorize the Fire Chief to sign any amendments to the Agreement as necessary for the administration of this Agreement, including any increase in annual reimbursement from the CDCR.

**ENVIRONMENTAL DOCUMENTATION**

This Agreement is exempt from the provisions from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b) (3) in that it is certain that the Agreement will not have a significant effect on the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

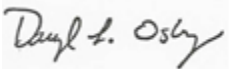
Approval of the recommended action will assist the District's wildland firefighting capabilities by providing funding to continue to operate the existing five inmate fire suppression camps.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Consolidated Fire Protection District of Los Angeles County  
Administrative Services Bureau  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
Attention: Helen E. Jo, Deputy Chief

Respectfully submitted,



DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:trb

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors

AGREEMENT NUMBER

**5600002332**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

2. The term of this Agreement is: July 1, 2011 through June 30, 2013

3. The maximum amount of this Agreement is: \$9,693,788.00  
Nine Million, Six Hundred Ninety-Three Thousand, Seven Hundred Eighty-Eight Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

|   |         |
|---|---------|
| Exhibit A – Scope of Work – Fire Suppression Services @ SCC | 8 pages |
| Exhibit B – Budget Detail and Payment Provisions            | 4 pages |
| Exhibit B-1 – Projected Budget                              | 2 pages |
| Exhibit C* – General Terms and Conditions                   | GTC 610 |

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions for Public Entity Agreements  
(Attached hereto as part of this agreement)

13 pages



Exhibit - D\* Special Terms and Conditions

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Daryl L. Osby, Fire Chief

ADDRESS

1320 North Eastern Avenue, Los Angeles, CA 90063  
Telephone (323) 881-6180

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Corrections and Rehabilitation

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

LINDA K. PATTERSON, Chief, Institution Contracts Section

ADDRESS

10000 Goethe Road, Suite C-1, Sacramento, CA 95827

**California Department of General  
Services Use Only**

☐ Exempt per:

## FIRE SUPPRESSION SERVICES

### 1. INTRODUCTION/SERVICES

The Contractor agrees to provide staffing services incidental to the operation of five (5) inmate camp facilities and inmate fire suppression crews for the purpose of fire suppression, fire prevention, pre-suppression, reforestation, afforestation, and emergency and general work projects, as mutually agreed to by the California Department of Corrections & Rehabilitation (CDCR) and the Consolidated Fire Protection District of Los Angeles County (LAC Fire Department). The LAC Fire Department and the CDCR reserve the right to make adjustments to the staffing commensurate with the State's funding for the program. If staffing adjustments and/or camp closures become a necessity, either party (LAC Fire Department or the CDCR) shall notify the other in writing 60 days prior to the effective date of the change and the CDCR shall reduce the camp inmate population accordingly, commensurate with the number of fire crews in each camp (i.e., four fire crews equals an 80-inmate camp, five fire crews equals a 100-inmate camp, etc.). Both parties agree that if fire crews are reduced, the minimum inmate population shall be no less than 80 inmates per camp. The reduced staffing, number of inmates and crews will be reflected on revised provisions of Exhibit A, Scope of Work, and Exhibit B-1, Projected Budget, where applicable.

The Contractor agrees to establish and maintain the following five fire suppression camps and crews, but could be subject to change as indicated above:

| <b>CAMPS</b>   | <b>NUMBER OF INMATES</b> | <b>CONTRACTOR STAFFING</b>               | <b>NUMBER OF FIRE CREWS</b> | <b>NUMBER OF CAMP/STANDBY CREWS</b> |
|--|--------------------------|--|-----------------------------|-------------------------------------|
| #11 – Acton<br>8800 Soledad Canyon Rd<br>Acton, CA 93510                             | 80                       | Fire Captain<br>Fire Fighter Specialists | 4                           | 1                                   |
| #13 – Malibu<br>1252 S. Encinal Canyon Rd<br>Malibu, CA 90265                        | 100                      | Fire Captain<br>Fire Fighter Specialists | 5                           | 1                                   |
| #14 – Francisquito<br>35100 N. San Francisquito Canyon Rd<br>Santa Clarita, CA 91390 | 80                       | Fire Captain<br>Fire Fighter Specialists | 4                           | 1                                   |
| #16 – Holton<br>12653 N. Little Tujunga Canyon Rd<br>Sylmar, CA 91342                | 100                      | Fire Captain<br>Fire Fighter Specialists | 5                           | 1                                   |
| #19 – Julius Klein<br>22550 East Fork Rd<br>Azusa, CA 91702                          | 120                      | Fire Captain<br>Fire Fighter Specialists | 6                           | 1                                   |
| <b>TOTALS</b>  |                          |  | <b>24</b>                   | <b>5</b>                            |

## **2. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to:

- A. Provide managerial personnel to direct and coordinate LAC Fire Department operations in the conservation/fire suppression camps housing CDCR inmates.
- B. Provide personnel to train and direct inmates on all work projects, both within and beyond the limits of the facility.
- C. Provide LAC Fire Fighter Specialists, trained by the CDCR as to the legal requirements such as set forth in the California Code of Regulations Title 15, the CDCR Camp Operational Procedures, and the general terms and conditions of this contract as applicable in the supervision of inmates on work projects, fires, or other emergencies prior to assigning them to supervise inmate crews.
- D. Allow LAC Fire Fighter Specialists to accept from the CDCR the temporary custody of inmates while on emergency and work projects and to make frequent counts of the inmates as required by the CDCR.
- E. Ensure that all fire crews and other inmate workers, normally supervised by the LAC Fire Department, are engaged in emergency work or work projects, either in or out of the camp, every workday, except as mutually agreed upon by the CDCR Camp Commander and the LAC Camp Superintendent. Inmates shall not work less than six hours per day, five days per week in a seven-day period.
- F. Ensure that the utilization of inmates in positions that require the use of a personal computer is in compliance with Sierra Conservation Center's (SCC) Operational Procedure (OP) and California Institution for Women (CIW) OP regarding Information Systems Security and Guidelines.
- G. Keep daily written records of the numbers of inmates assigned to the LAC Fire Department personnel to work on fires, projects, or other emergencies.
- H. Grade the work performance of the inmates in conformance with standards prescribed by the CDCR.
- I. Assist the CDCR personnel in the control of inmates pursuant to policies and procedures established by the CDCR and the LAC Fire Department.
- J. Assist the CDCR in providing annual fire line safety training to custodial staff.
- K. Provide to the CDCR staff and inmates assigned to work on fires, all safety equipment including but not limited to: safety helmets, safety goggles, fire protective clothing, and other safety devices required by the County Safety Standards and the California Occupational Safety and Health Act of 1973, as amended, and regulations thereunder. The individual issued safety equipment is responsible for its condition and security, and shall wear or have it readily available when responding to and while at fires.

- L. Provide and maintain all tools and equipment used on work projects, fires, and other emergencies.
- M. Provide transportation for inmates between the facilities and work projects and to and from fire or other emergencies. The CDCR and the LAC Fire Department shall, in accordance with applicable safety regulations and arrangements, mutually agree to transportation procedures.
- N. Assume all material and labor costs for the maintenance and replacement of all buildings at the designated facilities that are normally classified as real property, or as part of the realty, and all fixed asset equipment that belongs to the LAC Fire Department, except those items as defined in paragraph 3, subsections E, F, G, H, I and J of the CDCR Responsibilities.
- O. Provide labor for the maintenance and repair of kitchen equipment owned by CDCR as defined in paragraph 3, subsection E of CDCR Responsibilities to the extent of the capabilities of the LAC Fire Department in-camp personnel.
- P. Provide septic and/or sewage service/facilities for Acton, Malibu, Francisquito, Holton and Julius Klein.
- Q. Provide electricity for Acton, Malibu, Francisquito, and Holton.
- R. Provide water for Acton, Malibu, Francisquito, Holton and Julius Klein.
- S. Provide telephone service for all LAC Fire Department staff.
- T. Reimburse the CDCR for overtime salaries and employee benefits of the CDCR personnel and inmates assigned to the fire suppression crews accrued at the request of the LAC Fire Department or as agreed to by the LAC Fire Department and the CDCR. This includes all emergencies in or out of L. A. County.
- U. Reimburse the CDCR for the indirect cost of salaries and employee benefits and for any other reasonable and necessary expenses in the performance of this Agreement that are mutually agreed to by the LAC Fire Department and the CDCR. This includes all emergencies in or out of L. A. County.
- V. Reimburse the CDCR for the meals provided to the LAC Fire Department personnel based upon the CDCR's Department Operations Manual, Section 54080.15.
- W. Provide meals to the CDCR personnel and inmates while on fire or other emergencies, including reimbursement to the CDCR for those meals served in camp that are caused by or related to emergency assignments. These meals shall be termed "Fire Meals" and all costs shall be borne by the LAC Fire Department. Replacement of said meals shall be either an item-for-item replacement or at LAC Fire Department's cost of the items.

### 3. **CDCR'S RESPONSIBILITIES**

The CDCR agrees to:

- A. Staff inmate conservation/fire suppression crews in numbers sufficient to maintain reasonable stability in crew strength necessary for a reliable resource for fire control and prevention and work projects. In order to meet this goal, the inmate crew population of 85 percent fire-eligible (those inmates that are physically fit and have completed the fire fighting training) and 15 percent fire-ineligible (those inmates that are not eligible to fight fires but can perform camp duties and support services like kitchen work, grounds maintenance, etc.) inmates, except in the case of certain specified vocational or other work programs shall be maintained. In recognition of the fact that the camp population fluctuates due to paroling inmates, disciplinary removals, etc., the total inmate population in each camp may exceed the designed capacity by up to 10 percent in order to have a reserve of fire-eligible inmates available. This practice is intended to keep the average camp population at the same level as the budgeted camp population.
- B. Provide the CDCR custodial personnel to properly supervise and control the inmates, as required by law, and to have primary responsibility at all times for the discipline, control, security, welfare, and safety of all inmates. The CDCR shall provide and assign custodial staff whenever inmates are on emergency work projects. The CDCR shall provide custodial staff coverage for work projects as needed. The CDCR Camp Commander will coordinate the assignment of custodial staff with the LAC Camp Superintendent; however, the final determination of custodial staffing is the responsibility of the CDCR Camp Commander.
- C. Provide all necessary medical attention for inmates, except for the immediate first aid given to inmates assigned to work projects or emergency assignments.
- D. Provide all inmate clothing, including boots, except safety clothing as defined in paragraph 2, subsection K of the Contractor's Responsibilities.
- E. Supervise and manage the camp culinary operation and other camp services within the jurisdiction of the CDCR and provide all food, culinary personnel, and kitchen equipment necessary for the preparation of meals.
- F. Provide housekeeping services such as cleaning, minor maintenance, laundry, etc.
- G. Provide fuel for cooking and heating (propane) for Acton, Malibu, Francisquito, Julius Klein and Holton.
- H. Provide electricity at Julius Klein.
- I. Provide CDCR telephone services.

- J. Assume financial responsibility for the maintenance and/or replacement of all kitchen and laundry equipment, except for labor and maintenance as provided by the LAC Fire Department pursuant to paragraph 2, subsection N and O of the Contractor's Responsibilities. As communicated and agreed upon by the CDCR and LAC Fire Department, the facility must adhere to all laws and regulations and have the ability to accommodate all kitchen and laundry replacement equipment in regards to space and utilities.
- K. The CDCR shall reimburse the LAC Fire Department for costs incurred for repairs when it has been determined that an inmate has willfully damaged buildings, appurtenances, or equipment.
- L. Reimburse the LAC Fire Department for actual salary and employee benefits of the LAC Fire Department personnel assigned to the Fire Suppression Camps as agreed to in Fiscal Year 2011/2012 and outlined in Exhibit B-1.
- M. Provide training to the LAC Fire Department staff in the legal requirements such as the Director's rules, applicable penal code, etc., involved in supervising inmates on work projects, fires, and other emergencies.
- N. Provide meals for the LAC Fire Department personnel assigned to the camps and other cooperating agency personnel.

#### **4. CDCR AND LAC FIRE DEPARTMENT MUTUAL RESPONSIBILITIES**

- A. Employees of the LAC Fire Department and the CDCR, who are responsible for the personnel at their respective facilities, have a mutual responsibility other than as described in this Agreement, extending beyond the field of supervision, and the CDCR and LAC Fire Department responsibilities. They must respect and cooperate with each other to the end that the Fire Suppression Camp Program will continue to be a success.
- B. The camp program of each department shall be familiar with and abide by the rules, regulations, and responsibilities of the other as set forth in the California Code of Regulations Title 15 and the Fire Department/CDCR Camp Operational Procedures.
- C. It is mutually understood and agreed that State employees are not employees of the LAC Fire Department and LAC Fire Department employees are not employees of the State.
- D. Inmates assigned to the LAC Fire Department fire crews shall be physically fit.
- E. The discipline of inmates is the ultimate responsibility of the CDCR. The LAC Fire Department personnel shall report, through established channels with written documentation, all acts of inmates contrary to law, regulations, or camp rules and assist correctional employees in determining disciplinary action. Furthermore, LAC Fire Department personnel shall assist in the control of inmates in emergency situations. The CDCR Camp Commander shall receive assistance

from the LAC Camp Superintendent or designated representative, in the hearing of all rules and violations.

- F. In the event than an inmate does not display acceptable work habits or demonstrates other unacceptable conduct and continues to do so after a cooperative effort by both departments to correct him/her through the progressive disciplinary process, the inmate may be removed from the camp program or transferred to another conservation camp. Proper documents containing the facts of the situation must be submitted by both agencies.
- G. The CDCR shall assign and supervise the activities of inmates on the "CDCR In-Camp Crew" and the LAC Fire Department shall assign and supervise the activities on the "Fire Department In-Camp Crew".
- H. For the purpose of this Agreement, inmates provided to the LAC Fire Department by the CDCR shall not be construed to be employees of the LAC Fire Department.
- I. The CDCR shall maintain the primary responsibility for determining the custodial and safety requirements on all work projects and emergency assignments. The LAC Fire Department shall maintain primary responsibility for defining, monitoring, and supervising work projects and emergency assignments.
- J. A standard workweek, as mutually agreed and stated as policy by the CDCR and the LAC Fire Department, shall be maintained.
- K. The LAC Fire Department shall prescribe the method of dispatching inmates and the LAC Fire Department personnel to work projects, fires, or other emergencies. Written procedures outlining the method of dispatch shall be given to the CDCR Camp Commander. This shall occur annually or when necessary.
- L. Inmates shall not operate any mobile equipment on any public road, motorway, access road, or thoroughfare, except in an extreme emergency. The operation of any equipment or vehicle by an inmate must be approved by the CDCR Camp Commander or LAC Camp Superintendent, depending on the ownership of the vehicle.
- M. The CDCR Camp Commander and the LAC Camp Superintendent shall be responsible for jointly preparing a corrective action plan and correcting deficiencies identified by the California Department of Health Services (DHS) during the annual Environmental Health Survey. Within 60 days of receipt of the DHS report, a written corrective action plan, including a plan for correction of violations and implementation dates for the recommendations, shall be jointly prepared by the CDCR Camp Commander and the LAC Camp Superintendent and submitted through organizational channels to the Warden at Sierra Conservation Center (SCC), Warden at California Institution for Women (CIW) and to the Los Angeles County Assistant Fire Chief for Camp Management with informational copies to the CDCR Camp Operations office. All minor violations shall be corrected within 30 days after receipt of the DHS report.

- N. The annual camp management audit will be conducted at a classification no less than that of a Facility/Correctional Captain (CDCR) and Battalion Chief (LACO). The annual camp management audit shall result in a written report with recommendations to correct policy and procedure violations and potential violations. This audit will be an evaluation of the day-to-day operations of the camps. A written report with implementation dates for the corrections and a plan of correction of violations shall be submitted through organizational channels to the Camp Operations offices of both the CDCR (SCC and CIW) and LAC Fire Department. The CDCR Camp Commander and the LAC Camp Superintendent shall implement these recommendations within 60 days of the receipt of the audit report. Those recommendations that cannot be implemented because of funding or other problems shall require the preparation of a plan of correction with time frames for compliance.
- O. The CDCR Camp Commander and the LAC Camp Superintendent shall conduct a joint monthly facilities maintenance inspection of each camp. This inspection shall be documented and, if necessary, a corrective action plan will be prepared.
- P. The Facility/Correctional Captain and the LAC Fire Department Battalion Chief, Camp Operation, shall make an annual joint inspection of the camps and shall prepare or update a plan for correcting the camps' building and infrastructure deficiencies. The inspections will be conducted during the months of October, November, and December of each year. Actual dates will be mutually agreed upon.
- Q. The CDCR Camp Commander and the LAC Camp Superintendent at each LAC Fire Department/camp shall jointly update and maintain an energy and water conservation plan. This is accomplished on an annual basis.
- R. Camp operations will be conducted in accordance with applicable State and Federal laws, State regulations, and the CDCR and LAC Fire Department policies. When the CDCR alleges that an employee of the LAC Fire Department has acted in a manner that is contrary to the laws, regulations, and policies enforced by the CDCR, the LAC Fire Department will conduct an investigation of the allegations. The CDCR, with the approval of LAC Fire Department, may participate in the investigation by having one investigator present during interviews of any LAC Fire Department employee, including asking questions and taking notes; reviewing documents and other materials related to the investigation; and assisting in the formulation of findings and recommendations. The authority to impose disciplinary action against an employee of the LAC Fire Department shall remain the exclusive responsibility of the LAC Fire Department.

## **5. RADIO SERVICE**

The LAC Fire Department shall ensure that handheld radios are available for CDCR emergency use and maintained at the expense of the LAC Fire Department.

**6. CONTACT INFORMATION**

Should questions or problems arise during the term of this contract, the Contractor or the CDCR should contact the following offices:

**CALIFORNIA DEPARTMENT OF CORRECTIONS & REHABILITATION**

**Billing/Payment Issues:**

Central Valley Regional Accounting Office- SCC  
Telephone Number: (209) 948-7100  
FAX Number: (209) 948-7160

Southern California Regional Accounting Office-CIW  
Telephone Number: (909) 483-1554  
FAX Number: (909) 483-1547

**Scope of Work/Performance Issues:**

Clifford Smith, Associate Warden, Camp Operations (SCC)  
Telephone Number: (209) 984-5291, ext. 5458  
FAX Number: (209) 984-3607

Donald Glucksman, Correctional Captain, Camp Operations (CIW)  
Telephone Number: (909) 597-1771 ext. 5925  
FAX Number: (909) 393-8061

**General Contract Issues:**

Office of Business Services  
Telephone Number: (916) 255-5624  
FAX Number: (916) 255-6187

**LOS ANGELES COUNT FIRE DEPARTMENT**

**Billing/Payment and General Contract Issues:**

Theresa R. Barrera, Chief, Financial Management Division  
Telephone Number: (323) 838-2301  
FAX Number: (323) 869-0731

**Scope of Work/Performance Issues:**

Jim Crawford, Assistant Fire Chief, Air & Wildland Division  
Telephone Number: (818) 890-5780  
FAX Number: (818) 890-6567

## **FIRE SUPPRESSION SERVICES**

*Governing payments made to the LAC Fire Department:*

### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred to a maximum of budgeted authority.

For each of the first eleven (11) months of the Agreement, the Contractor shall submit an invoice equivalent to one-twelfth (1/12) of the annual Agreement award. (If the Agreement period is for less than a full fiscal year, the payments shall be adjusted accordingly.) The last invoice for the year shall include a reconciliation of payments made by the CDCR to actual expenditures incurred by the Contractor. Actual expenditures include, but are not limited to: employee salaries and benefits, and administrative overhead. The total amount invoiced by the Contractor cannot exceed (1) the actual program costs incurred, and (2) the amount encumbered for the Agreement per Exhibit B-1. The CDCR will withhold payment of the last invoice until the Contractor provides the required reconciliation. Source documents supporting the actual costs incurred for each CDCR camp shall be made available to the CDCR upon request.

If the reconciliation determines that LAC Fire Department's actual costs are less than the amounts paid by CDCR, the LAC Fire Department will refund the excess payments.

- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

**California Department of Corrections & Rehabilitation  
Central Valley Regional Accounting Office  
Sierra Conservation Center  
P. O. Box 4147  
Stockton, CA 95204-0147**

- C. Payment to the LAC Fire Department shall be made payable and sent to:

**Los Angeles County Fire Department  
P. O. Box 1859  
Sacramento, CA 95812-0110**

### **2. Budget Contingency Clause**

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, at least at the current budgeted

authority level in Exhibit B-1, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement and remove all inmates from the five camp facilities, and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State or the Contractor shall have the option to either renegotiate or cancel this Agreement with no liability occurring to the State or to the Contractor.
- C. It is mutually agreed upon that an annual Cost of Living Adjustment may be negotiated no later than February 1 of the previous contract year.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 926.10. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**4. Administrative Overhead**

For the purposes of this Agreement, the administrative overhead shall be charged at the rate established and agreed to by the LAC Fire Department and the CDCR. The approved rate for fiscal year 2011/12 is 36.74 percent and is subject to change each fiscal year.

**5. Actual Program Costs**

The LAC Fire Department will have the right to make changes to the staffing levels specified in this Agreement. Overtime costs to maintain the staffing levels will be reimbursed at the straight time rate as specified in the annual Program Costs (see Exhibit B-1, Projected Budgets).

Actual program costs (i.e., salary, employee benefits) incurred by the LAC Fire Department shall be substantiated with appropriate accounting records (general ledgers, subsidiary ledgers, etc.) that are able to identify costs specific to the CDCR camp program.

**6. Allowable Costs**

Allowable costs for the Agreement shall be limited to those expenditures, which are actual costs, incurred for goods and services necessary for the operation of the CDCR camps at the time the costs are incurred. The maximum reimbursable amount per fiscal year to the LAC Fire Department is limited to the budgeted amount specified in the Agreement.

*Governing payments to the CDCR:*

**1.     Invoicing and Payment**

- A.     For services satisfactorily rendered, and upon receipt and approval of CDCR's invoices, the Contractor agrees to compensate the CDCR for actual expenditures, and the associated administrative overhead, incurred at the request of the Contractor or as deemed necessary by CDCR.
- B.     Invoices shall include the Agreement number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Los Angeles County Fire Department  
Financial Management Division  
P. O. Box 910901  
Commerce, CA 90091-0901

- C.     Payment to the CDCR shall be made payable and sent to the appropriate institution:

Central Valley Regional  
Accounting Office  
Sierra Conservation Center  
P. O. Box 4147  
Stockton, CA 95204-0147

Southern California Regional  
Accounting Office  
California Institution for Women  
P.O. Box 6000  
Rancho Cucamonga, CA 91729-6000

**2.     Budget Contingency Clause**

It is mutually agreed that if funding for the purposes of this program is reduced or deleted for any fiscal year in the County of Los Angeles budget, the State or the Contractor shall have the option to either renegotiate or cancel this Agreement with no liability occurring to the State or to the Contractor.

**3.     Prompt Payment Clause**

Payment shall be made on properly submitted, undisputed invoices within 45 days of receipt.

**4.     Administrative Overhead**

Pursuant to the State Administrative Manual, Section 8752, the CDCR shall recover the full cost of services provided including indirect or overhead costs when providing goods or services. For the purposes of this Agreement, the Administrative Overhead shall be charged at the rate established and agreed to by the CDCR and the LAC Fire Department. The approved rate for Fiscal Year 2011/12 is 33.05 percent and is subject to change each fiscal year.

**5.      Actual Expenditures**

Actual expenditures are incurred for both staff and inmates and will be substantiated with appropriate accounting records that are able to identify costs specific to each camp. Staff expenditures include but are not limited to overtime, staff benefits, and travel; and which inmate expenditures include inmate pay and meals.

**6.      Allowable Costs**

Allowable costs for this Agreement shall be limited to those expenditures incurred for goods and services necessary for the incident being responded to by the LAC Fire Department, CDCR staff, and inmates.

## FIRE SUPPRESSION SERVICES

**Fiscal Year-11/12  
 (July 1, 2011 through June 30, 2012)**

| A. PERSONNEL  | No.<br>of<br>FTE | Maximum<br>Monthly<br>Salary | Maximum<br>Employee<br>Benefits<br>Per Month | % of<br>Project<br>Time | No. of<br>Months | TOTAL                     |
|---|------------------|------------------------------|--|-------------------------|------------------|---------------------------|
| Fire Captain  | 5                | \$10,032.08                  | \$5,816.75                                   | 100%                    | 12               | \$950.930                 |
| Fire Fighter Specialist                                   | 51               | \$ 8,483.25                  | \$4,918.75                                   | 100%                    | 12               | \$8,202,024               |
| TOTAL COST OF SALARY AND EMPLOYEE BENEFITS                |                  |                              |  |                         |                  | \$9,152,954               |
| B. ADMINISTRATIVE OVERHEAD (36.744 %)                     |                  |                              |  |                         |                  | \$3,363.171               |
| TOTAL PROGRAM COSTS                                       |                  |                              |  |                         |                  | \$12,516,125 <sup>1</sup> |
| C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY |                  |                              |  |                         |                  | \$7,669,231 <sup>2</sup>  |
| TOTAL CDCR BUDGET FOR FISCAL YEAR 11/12                   |                  |                              |  |                         |                  | \$4,846,894               |

<sup>1</sup> Based on FY 2011-12 projected cost.

<sup>2</sup> Any dollar amount exceeding CDCR's budget of \$4,846,894 will be funded by the Consolidated Fire Protection District of Los Angeles County.

## FIRE SUPPRESSION SERVICES

**Fiscal Year 12/13  
 (July 1, 2012 through June 30, 2013)**

| A. PERSONNEL  | No.<br>of<br>FTE | Maximum<br>Monthly<br>Salary | Maximum<br>Employee<br>Benefits<br>Per Month | % of<br>Project<br>Time | No. of<br>Months | TOTAL                     |
|---|------------------|------------------------------|--|-------------------------|------------------|---------------------------|
| Fire Captain  | 5                | \$10,032.08                  | \$5,816.75                                   | 100%                    | 12               | \$950.930                 |
| Fire Fighter Specialist                                   | 51               | \$ 8,483.25                  | \$4,918.75                                   | 100%                    | 12               | \$8,202,024               |
| TOTAL COST OF SALARY AND EMPLOYEE BENEFITS                |                  |                              |  |                         |                  | \$9,152,954               |
| B. ADMINISTRATIVE OVERHEAD (36.744 %)                     |                  |                              |  |                         |                  | \$3,363.171               |
| TOTAL PROGRAM COSTS                                       |                  |                              |  |                         |                  | \$12,516,125 <sup>1</sup> |
| C. REDUCTION TO ALIGN CONTRACT WITH CDCR BUDGET AUTHORITY |                  |                              |  |                         |                  | \$7,669,231 <sup>2</sup>  |
| TOTAL CDCR BUDGET FOR FISCAL YEAR 11/12                   |                  |                              |  |                         |                  | \$4,846,894               |

<sup>1</sup> Based on FY 2012-13 projected cost.

<sup>2</sup> Any dollar amount exceeding CDCR's budget of \$4,846,894 will be funded by the Consolidated Fire Protection District of Los Angeles County.

**1. Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**3. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**7. Extension of Term**

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

#### **8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

#### **9. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

#### **10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

#### **11. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the

nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

## **12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

## **13. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

## **14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

## **15. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

### **a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

### **b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

### **c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part

of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

**16. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**17. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**18. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**19. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**20. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

## **21. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

## **22. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

## **23. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

## **24. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or

otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor MUST provide proof of self-insurance against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California  
California Department of Corrections and Rehabilitation  
Office of Business Services  
10000 Goethe Road, Suite C-1  
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

## **25. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of

contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**26. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**27. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

## **28. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

## **29. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

## **30. Prison Rape Elimination Policy**

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

## **31. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall

remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **32. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.